

Judge John C. Coughenour

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,  
Plaintiff,  
v.  
KENNETH JOHN RHULE,  
Defendant.

NO. 2:20-CR-105-JCC

The United States, through United States Attorney Nicholas W. Brown and Assistant United States Attorneys Philip Kopczynski and Casey Conzatti of the Western District of Washington, and Defendant Kenneth John Rhule and his attorneys Peter Offenbecher and Barry Flegenheimer, enter into the following Plea Agreement, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(A) and (B).

1. **The Charge.** Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enters a plea of guilty to the following charge contained in the Indictment.

a. Conspiracy to manufacture or distribute marijuana, as a lesser included offense to the offense charged in Count Eight, in violation of Title 21, United States Code, Sections 841(a)(1), 841(b)(1)(C), and 846.

1 By entering this plea of guilty, Defendant hereby waives all objections to the form  
 2 of the charging document. Defendant further understands that before entering any guilty  
 3 plea, Defendant will be placed under oath. Any statement given by Defendant under oath  
 4 may be used by the United States in a prosecution for perjury or false statement.

5 **2. Elements of the Offense.** The elements of the offense to which Defendant  
 6 is pleading guilty are as follows:

7 a. The elements of the offense of conspiracy to manufacture or  
 8 distribute marijuana, as charged in Count Eight, are as follows:

9 i. There was an agreement between two or more persons to  
 10 manufacture or distribute marijuana; and

11 ii. Defendant joined in the agreement knowing of its purpose  
 12 and intending to help accomplish that purpose.

13 **3. The Penalties.** Defendant understands that the statutory penalties  
 14 applicable to the offense to which Defendant is pleading guilty are as follows:

15 a. For the offense of conspiracy to manufacture or distribute marijuana,  
 16 as a lesser included offense to the offense charged in Count Eight: A maximum  
 17 term of imprisonment of up to 20 years, a fine of up to \$1,000,000, a period of  
 18 supervision following release from prison of up to life and at least 3 years, and a  
 19 mandatory special assessment of 100 dollars.

20 Defendant understands that supervised release is a period of time following  
 21 imprisonment during which Defendant will be subject to certain restrictive conditions and  
 22 requirements. Defendant further understands that, if supervised release is imposed and  
 23 Defendant violates one or more of the conditions or requirements, Defendant could be  
 24 returned to prison for all or part of the term of supervised release that was originally  
 25 imposed. This could result in Defendant serving a total term of imprisonment greater  
 26 than the statutory maximum stated above.

1      Defendant understands that as a part of any sentence, in addition to any term of  
2 imprisonment and/or fine that is imposed, the Court may order Defendant to pay  
3 restitution to any victim of the offense, as required by law.

4      Defendant further understands that the consequences of pleading guilty may  
5 include the forfeiture of certain property, either as a part of the sentence imposed by the  
6 Court, or as a result of civil judicial or administrative process.

7      Defendant agrees that any monetary penalty the Court imposes, including the  
8 special assessment, fine, costs, or restitution, is due and payable immediately and further  
9 agrees to submit a completed Financial Disclosure Statement as requested by the United  
10 States Attorney's Office.

11     Defendant understands that, if pleading guilty to a felony drug offense, Defendant  
12 will become ineligible for certain food stamp and Social Security benefits as directed by  
13 Title 21, United States Code, Section 862a.

14     **4. Immigration Consequences.** Defendant recognizes that pleading guilty  
15 may have consequences with respect to Defendant's immigration status if Defendant is  
16 not a citizen of the United States. Under federal law, a broad range of crimes are grounds  
17 for removal, and some offenses make removal from the United States presumptively  
18 mandatory. Removal and other immigration consequences are the subject of a separate  
19 proceeding, and Defendant understands that no one, including Defendant's attorney and  
20 the Court, can predict with certainty the effect of a guilty plea on immigration status.  
21 Defendant nevertheless affirms that Defendant wants to plead guilty regardless of any  
22 immigration consequences that Defendant's guilty pleas may entail, even if the  
23 consequence is Defendant's mandatory removal from the United States.

24     **5. Rights Waived by Pleading Guilty.** Defendant understands that by  
25 pleading guilty, Defendant knowingly and voluntarily waives the following rights:

26       a.      The right to plead not guilty and to persist in a plea of not guilty;  
27       b.      The right to a speedy and public trial before a jury of Defendant's  
28           peers;

1                   c.     The right to the effective assistance of counsel at trial, including, if  
2     Defendant could not afford an attorney, the right to have the Court appoint one for  
3     Defendant;

4                   d.     The right to be presumed innocent until guilt has been established  
5     beyond a reasonable doubt at trial;

6                   e.     The right to confront and cross-examine witnesses against Defendant  
7     at trial;

8                   f.     The right to compel or subpoena witnesses to appear on Defendant's  
9     behalf at trial;

10                  g.     The right to testify or to remain silent at trial, at which trial such  
11     silence could not be used against Defendant; and

12                  h.     The right to appeal a finding of guilt or any pretrial rulings.

13                 6.     **United States Sentencing Guidelines.** Defendant understands and  
14     acknowledges that the Court must consider the sentencing range calculated under the  
15     United States Sentencing Guidelines and possible departures under the Sentencing  
16     Guidelines together with the other factors set forth in Title 18, United States Code,  
17     Section 3553(a), including: (1) the nature and circumstances of the offenses; (2) the  
18     history and characteristics of Defendant; (3) the need for the sentence to reflect the  
19     seriousness of the offenses, to promote respect for the law, and to provide just  
20     punishment for the offenses; (4) the need for the sentence to afford adequate deterrence to  
21     criminal conduct; (5) the need for the sentence to protect the public from further crimes  
22     of Defendant; (6) the need to provide Defendant with educational and vocational training,  
23     medical care, or other correctional treatment in the most effective manner; (7) the kinds  
24     of sentences available; (8) the need to provide restitution to victims; and (9) the need to  
25     avoid unwarranted sentence disparity among defendants involved in similar conduct who  
26     have similar records. Accordingly, Defendant understands and acknowledges that:

27                  a.     The Court will determine Defendant's Sentencing Guidelines range  
28     at the time of sentencing;

1                   b.        After consideration of the Sentencing Guidelines and the factors in  
 2 18 U.S.C. § 3553(a), the Court may impose any sentence authorized by law, up to the  
 3 maximum term authorized by law;

4                   c.        The Court is not bound by any recommendation regarding the  
 5 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines  
 6 range offered by the parties or the United States Probation Department, or by any  
 7 stipulations or agreements between the parties in this Plea Agreement; and

8                   d.        Defendant may not withdraw a guilty plea solely because of the  
 9 sentence imposed by the Court.

10                7.        **Ultimate Sentence.** Defendant acknowledges that no one has promised or  
 11 guaranteed what sentence the Court will impose.

12                8.        **Statement of Facts.** The parties agree on the following facts. Defendant  
 13 admits Defendant is guilty of the charged offense as described above in paragraph 1:

14                a.        Beginning no later than April 2015 and continuing at least until his  
 15 co-defendant's arrest on March 10, 2020, Defendant Kenneth John RHULE entered into  
 16 an agreement with others known and unknown to law enforcement, to manufacture and  
 17 distribute marijuana, including marijuana distillates and extracts that are controlled under  
 18 Title 21 of the United States Code. RHULE entered into this agreement knowing of its  
 19 purpose and intending to accomplish its purpose. Altogether, the conspiracy  
 20 manufactured and distributed more than 1,000 kilograms of a mixture or substance  
 21 containing a detectable amount of marijuana. Distributing marijuana in this quantity was  
 22 within the scope of RHULE's conspiratorial agreement.

23                b.        During this period, RHULE and his co-conspirators manufactured  
 24 marijuana products, including extracts and distillates that are controlled under Title 21 of  
 25 the United States Code. RHULE and his co-conspirators manufactured and sold these  
 26 products primarily using the company HerbinArtisans. RHULE provided the funds  
 27 needed to start the business in and around 2015.

c. RHULE and his co-conspirators used Instagram and the dark web to advertise the marijuana products. RHULE and his co-conspirators sold their products to individuals located in the Western District of Washington and across the country, meeting customers in person or by shipping marijuana products via the U.S. Postal Service in exchange for bulk cash and cryptocurrency. RHULE and his co-conspirators sold some of this cryptocurrency to other individuals in return for cash. From 2015 until 2020, RHULE and his co-conspirators sold more than \$13 million in marijuana products, and made no less than \$4.9 million in gross profit and \$2.5 million in net income.

d. RHULE and his co-conspirators manufactured and distributed marijuana products using a property located at 29428 181st Street SE in Monroe, Washington, including in a warehouse on the property and his nearby residence (the “Monroe Property”). RHULE and his co-conspirators also shipped marijuana products to purchasers using the warehouse and residence at the Monroe Property. The Monroe Property, more fully described in paragraphs 12f-g, facilitated the drug conspiracy.

e. When federal search warrants were executed on March 10, 2020 at the Monroe Property, law enforcement seized marijuana plant material, processed and distilled marijuana products, marijuana processing equipment, U.S. currency, cryptocurrency (including approximately 5.12094153 bitcoin and approximately 23.46324478 bitcoin), firearms, ammunition, and other items. The cryptocurrency is more fully described in paragraph 14a.

i. Law enforcement seized approximately 930 kilograms of bulk marijuana, marijuana extracts, or other plant material on a gross weight basis from the warehouse at the Monroe Property, nearly all of which was later found by a government-run laboratory to have THC levels above 1%, as well as marijuana distilling, extracting, and processing equipment, and multiple 50- and 100-gallon containers of materials used to manufacture marijuana products, some of which contained highly flammable chemicals such as N-Heptane.

ii. In addition to the cryptocurrency described above and further

1 described in paragraph 14a, law enforcement also seized from RHULE's residence  
 2 approximately \$2,500 in U.S. currency, and approximately \$430 in U.S. currency, all of  
 3 which are proceeds of, or were derived from proceeds of, the drug conspiracy. These  
 4 items are further identified in paragraph 12h. Law enforcement also seized firearms,  
 5 firearm accessories, and ammunition from the residence and outbuildings on the Monroe  
 6 Property.

7 f. While engaged in the drug trafficking conspiracy, RHULE and his  
 8 co-conspirators transported raw materials and equipment they used in the drug  
 9 manufacturing process using multiple means, including on occasion using a Cessna  
 10 aircraft, purchased in the name of Frontline Aviators LLC, which they control. On or  
 11 about March 5, 2020, RHULE and his co-defendant KENNETH WARREN RHULE  
 12 purchased another Cessna P210N, with registration number N21LT and serial number  
 13 P21000216 (the "Cessna"), which they stored in Snohomish, Washington. They also  
 14 purchased this additional Cessna in the name of Frontline Aviators LLC, which they  
 15 control. The Cessna is further described in paragraph 14b.

16 g. While engaged in the drug trafficking conspiracy, RHULE and his  
 17 co-conspirators possessed dangerous weapons, including multiple firearms on the  
 18 Monroe Property.

19 h. Despite being aware of the legal requirements, neither RHULE,  
 20 RHLUE's co-conspirators, HerbinArtisans, nor any affiliated entities applied for or were  
 21 granted licenses to produce, process, transport, or sell marijuana or marijuana products in  
 22 the State of Washington or elsewhere.

23 The parties agree that the Court may consider additional facts contained in the  
 24 Presentence Report (subject to standard objections by the parties) and/or that may be  
 25 presented by the United States or Defendant at the time of sentencing, and that the factual  
 26 statement contained herein is not intended to limit the facts that the parties may present to  
 27 the Court at the time of sentencing.

28 9. **Sentencing Factors.** The parties agree that the following Sentencing

1 Guidelines provisions apply to this case:

2 a. The base offense level is 30, pursuant to USSG §§ 2D1.1(a)(5) and  
 3 (c)(5), as the offense involved at least 1,000 kilograms but less than 3,000  
 4 kilograms of marijuana.

5 b. A two-level increase applies because Defendant possessed a  
 6 dangerous weapon (firearms), pursuant to USSG § 2D1.1(b)(1).

7 c. A two-level increase applies because Defendant distributed a  
 8 controlled substance through mass-marketing by means of an interactive computer  
 9 service, pursuant to USSG § 2D1.1(b)(7).

10 d. A two-level increase applies because Defendant maintained a  
 11 premises for the purpose of manufacturing and distributing a controlled substance,  
 12 pursuant to USSG § 2D1.1(b)(12).

13 The parties agree they are free to present arguments regarding the applicability of  
 14 all other provisions of the United States Sentencing Guidelines. Defendant understands,  
 15 however, that at the time of sentencing, the Court is free to reject these stipulated  
 16 adjustments, and is further free to apply additional downward or upward adjustments in  
 17 determining Defendant's Sentencing Guidelines range.

18 10. **Acceptance of Responsibility.** At sentencing, if the Court concludes  
 19 Defendant qualifies for a downward adjustment for acceptance of responsibility pursuant  
 20 to USSG § 3E1.1(a) and Defendant's offense level is 16 or greater, the United States will  
 21 make the motion necessary to permit the Court to decrease the total offense level by three  
 22 (3) levels pursuant to USSG §§ 3E1.1(a) and (b), because Defendant has assisted the  
 23 United States by timely notifying the United States of Defendant's intention to plead  
 24 guilty, thereby permitting the United States to avoid preparing for trial and permitting the  
 25 Court to allocate its resources efficiently.

26 11. **Restitution.** Defendant agrees that the Court can order Defendant to pay  
 27 restitution to the victims of Defendant's crimes and, in exchange for the agreements by  
 28 the United States contained in this Plea Agreement, Defendant agrees that restitution in

1 this case should not be limited to the offenses of conviction. Defendant is aware that the  
 2 United States will present evidence supporting an order of restitution for all losses caused  
 3 by all of Defendant's criminal conduct known to the United States at the time of  
 4 Defendant's guilty plea, to include those losses resulting from crimes not charged or  
 5 admitted by Defendant in the Statement of Facts, if any. In exchange for the promises by  
 6 the United States contained in this Plea Agreement, Defendant agrees that Defendant will  
 7 be responsible for any order by the District Court requiring the payment of restitution for  
 8 such losses.

9                   a.       The full amount of restitution shall be due and payable immediately  
 10 on entry of judgment and shall be paid as quickly as possible. If the Court finds that  
 11 Defendant is unable to make immediate restitution in full and sets a payment schedule as  
 12 contemplated in 18 U.S.C. § 3664(f), Defendant agrees that the Court's schedule  
 13 represents a minimum payment obligation and does not preclude the U.S. Attorney's  
 14 Office from pursuing any other means by which to satisfy Defendant's full and  
 15 immediately-enforceable financial obligation, including, but not limited to, by pursuing  
 16 assets that come to light only after the Court finds that Defendant is unable to make  
 17 immediate restitution.

18                   b.       Defendant agrees to disclose all assets in which Defendant has any  
 19 interest or over which Defendant exercises control, directly or indirectly, including those  
 20 held by a spouse, nominee, or third party. Defendant agrees to cooperate fully with the  
 21 United States' investigation identifying all property in which Defendant has an interest  
 22 and with the United States' lawful efforts to enforce prompt payment of the financial  
 23 obligations to be imposed in connection with this prosecution. Defendant's cooperation  
 24 obligations are: (1) before sentencing, and no more than 30 days after executing this Plea  
 25 Agreement, truthfully and completely executing a Financial Disclosure Statement  
 26 provided by the United States Attorney's Office and signed under penalty of perjury  
 27 regarding Defendant's and Defendant's spouse's financial circumstances and producing  
 28 supporting documentation, including tax returns, as requested; (2) providing updates with

1 any material changes in circumstances, as described in 18 U.S.C. § 3664(k), within seven  
 2 days of the event giving rise to the changed circumstances; (3) authorizing the United  
 3 States Attorney's Office to obtain Defendant's credit report before sentencing; (4)  
 4 providing waivers, consents or releases requested by the U.S. Attorney's Office to access  
 5 records to verify the financial information; (5) authorizing the U.S. Attorney's Office to  
 6 inspect and copy all financial documents and information held by the U.S. Probation  
 7 Office; (6) submitting to an interview regarding Defendant's Financial Statement and  
 8 supporting documents before sentencing (if requested by the United States Attorney's  
 9 Office), and fully and truthfully answering questions during such interview; and (7)  
 10 notifying the United States Attorney's Office before transferring any interest in property  
 11 owned directly or indirectly by Defendant, including any interest held or owned in any  
 12 other name, including all forms of business entities and trusts.

13                   c.       The parties acknowledge that voluntary payment of restitution prior  
 14 to the adjudication of guilt is a factor the Court considers in determining whether  
 15 Defendant qualifies for acceptance of responsibility pursuant to USSG § 3E1.1(a). In  
 16 addition, in any event, the government will consider Defendant's cooperation regarding  
 17 restitution in making its sentencing recommendation.

18                   12.   **Forfeiture of Assets.** Defendant understands the forfeiture of property is  
 19 part of the sentence that must be imposed in this case. Defendant agrees to forfeit to the  
 20 United States immediately all of his right, title, and interest in any and all property, real  
 21 or personal, that was used, or intended to be used, in any manner or part, to commit or to  
 22 facilitate the commission of *Conspiracy to Manufacture or Distribute Controlled*  
 23 *Substances*, a lesser included offense of the offense charged in Count Eight of the  
 24 Indictment, and any property constituting, or derived from, any proceeds Defendant  
 25 obtained, directly or indirectly, as the result of this offense. This property is subject to  
 26 forfeiture pursuant to Title 21, United States Code, Section 853(a), and includes, but is  
 27 not limited to the property identified below, in paragraphs 12a-h:

28                   a.       The following property seized on or about March 10, 2020, from

KENNETH WARREN RHULE's residence in Bothell, Washington:

- i. One 2016 dark gray Tesla Model S,  
VIN: 5YJSA1E22FF117465, bearing Washington State  
license plate BOS0948;
- ii. Approximately 89 silver bars and coins; and
- iii. Approximately \$42,000 in U.S. currency;

b. Approximately \$593 in U.S. currency seized on or about March 10, 2020, from KENNETH WARREN RHULE in or around Bothell, Washington;

c. One 2015 black GMC Sierra pick-up truck with topper and lift kit, E86FF149097, bearing Washington State license plate C30354L, seized on March 10, 2020;

d. The following property seized on or about March 13, 2020 from the aforementioned GMC Sierra pick-up truck:

- i. Approximately \$32,339 in U.S. currency;
- ii. One Western Union money order in the amount of approximately \$499 in U.S. funds; and
- iii. Two American Express gift cards with a combined value of approximately \$250.83 in U.S. funds;

- e. A Smith and Wesson M&P 9mm handgun, serial number DTV6454;
- f. The real property commonly known as 29428 181st Street SE,

Monroe, Washington 98272, Snohomish County, Parcel No. 27081800202100, and all of its buildings, improvements, appurtenances, fixtures, attachments and easements, more particularly described as:

LOT 12, AS SHOWN ON SURVEY RECORDED IN VOLUME 14 OF SURVEYS, PAGE 107, UNDER SNOHOMISH COUNTY RECORDING NO. 8107085004, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING LOCATED IN SECTION 18, TOWNSHIP 27 NORTH, RANGE 8 EAST, W.M, IN SNOHOMISH COUNTY, WASHINGTON;

1                   g.     The real property located at 29424 181st Street SE, Monroe,  
2 Washington 98272, Snohomish County, Parcel No. 27081800200200, and all of its  
3 buildings, improvements, appurtenances, fixtures, attachments and easements, more  
4 particularly described as:

5                   LOT 11, AS SHOWN ON SURVEY RECORDED IN VOLUME 14 OF  
6 SURVEYS, PAGE 107, UNDER SNOHOMISH COUNTY RECORDING  
7 NO. 8107085004, RECORDS OF SNOHOMISH COUNTY,  
8 WASHINGTON, BEING LOCATED IN SECTION 18, TOWNSHIP. 27  
NORTH, RANGE 8 EAST, W.M, IN SNOHOMISH COUNTY,  
WASHINGTON; and

9  
10                  h.     The following property, seized on or about March 10, 2020, from  
11 KENNETH JOHN RHULE's residence in Monroe, Washington:

12                  i.     Approximately \$2,500 in U.S. currency; and  
13                  ii.    Approximately \$430 in U.S. currency.

14                  Defendant agrees to fully assist the United States in the forfeiture of the above-  
15 described property and to take whatever steps are necessary to pass clear title to the  
16 United States, including but not limited to: surrendering title and executing any  
17 documents necessary to effect forfeiture; assisting in bringing any property located  
18 outside the United States within the jurisdiction of the United States; and taking whatever  
19 steps are necessary to ensure that property subject to forfeiture is not sold, disbursed,  
20 wasted, hidden, or otherwise made unavailable for forfeiture. Defendant agrees not to  
21 file a claim to any such property in any federal forfeiture proceeding, administrative or  
22 judicial, which may be or has been initiated. Defendant also agrees he will not assist any  
23 party who may file a claim to this property in any federal forfeiture proceeding.

24                  The United States reserves its right to proceed against any remaining property not  
25 identified in this Plea Agreement, including any property in which Defendant has any  
26 interest or control, if said assets constitute or are derived from proceeds of, or were used  
27 or intended to be used to facilitate, the *Conspiracy to Manufacture or Distribute*

1 | *Controlled Substances*, a lesser included offense of that charged in Count Eight of the  
2 | Indictment.

3 |       **13. Abandonment of Firearms and Contraband.** Defendant also agrees that,  
4 | if any federal law enforcement agency seized any firearms, firearm accessories,  
5 | ammunition, or illegal contraband that was in Defendant's direct or indirect control,  
6 | Defendant consents to the federal administrative disposition, official use, and/or  
7 | destruction of that property.

8 |       **14. Abandonment of Cryptocurrency and Aircraft.** In addition, pursuant to  
9 | this Plea Agreement, Defendant abandons all right title and interest in the cryptocurrency  
10 | and airplane described below:

11 |           a.       The following property seized on or about March 10, 2020, from  
12 | KENNETH JOHN RHULE's residence in Monroe, Washington:

13 |              i.       Approximately 5.12094153 bitcoin; and  
14 |              ii.       Approximately 23.46324478 bitcoin; and

15 |           b.       One Cessna P210N, with registration number N21LT and serial  
16 | number P21000216, and associated flight and maintenance logbooks and documents,  
17 | seized on or about May 4, 2020, in or about Snohomish, Washington.

18 |       Defendant waives, releases, and withdraws any claim – past, present, or future –  
19 | he has made or could make to this cryptocurrency and aircraft; waives any right to  
20 | receive notice or hearing with respect to any action the United States may take, in its sole  
21 | discretion, to carry out the abandonment, disposition, donation, and/or destruction of the  
22 | cryptocurrency and aircraft; waives any and all claims or challenges related to the  
23 | seizure, abandonment, disposition, donation, and/or destruction of the cryptocurrency and  
24 | aircraft, regardless of their basis (e.g., statutory, common law, constitutional, etc.),  
25 | including but not limited to any claim for attorney fees or litigation costs; and, agrees to  
26 | release and hold harmless the United States, its agents and employees (and any involved  
27 | state or local law enforcement agencies and their agents, servants and employees), in  
28 |

1 their individual or official capacities, from any and all claims arising from the seizure,  
 2 abandonment, disposition, donation, and/or destruction of the cryptocurrency and aircraft.

3       **15. Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,  
 4 the United States Attorney's Office for the Western District of Washington agrees not to  
 5 prosecute Defendant for any additional offenses known to it as of the time of this Plea  
 6 Agreement based upon evidence in its possession at this time, and that arise out of the  
 7 conduct giving rise to this investigation. In this regard, Defendant recognizes the United  
 8 States has agreed not to prosecute all of the criminal charges the evidence establishes  
 9 were committed by Defendant solely because of the promises made by Defendant in this  
 10 Plea Agreement. Defendant agrees, however, that for purposes of preparing the  
 11 Presentence Report, the United States Attorney's Office will provide the United States  
 12 Probation Office with evidence of all conduct committed by Defendant.

13       Defendant agrees that any charges to be dismissed before or at the time of  
 14 sentencing were substantially justified in light of the evidence available to the United  
 15 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant  
 16 with a basis for any future claims under the "Hyde Amendment," Pub. L. No. 105-119  
 17 (1997).

18       **16. Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that, if  
 19 Defendant breaches this Plea Agreement, the United States may withdraw from this Plea  
 20 Agreement and Defendant may be prosecuted for all offenses for which the United States  
 21 has evidence. Defendant agrees not to oppose any steps taken by the United States to  
 22 nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea  
 23 Agreement. Defendant also agrees that, if Defendant is in breach of this Plea Agreement,  
 24 Defendant has waived any objection to the re-institution of any charges that previously  
 25 were dismissed or any additional charges that had not been prosecuted.

26       Defendant further understands that if, after the date of this Plea Agreement,  
 27 Defendant should engage in illegal conduct, or conduct that violates any conditions of  
 28 release or the conditions of confinement (examples of which include, but are not limited

1 to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while  
 2 pending sentencing, and false statements to law enforcement agents, the Pretrial Services  
 3 Officer, Probation Officer, or Court), the United States is free under this Plea Agreement  
 4 to file additional charges against Defendant or to seek a sentence that takes such conduct  
 5 into consideration by requesting the Court to apply additional adjustments or  
 6 enhancements in its Sentencing Guidelines calculations in order to increase the applicable  
 7 advisory Guidelines range, and/or by seeking an upward departure or variance from the  
 8 calculated advisory Guidelines range. Under these circumstances, the United States is  
 9 free to seek such adjustments, enhancements, departures, and/or variances even if  
 10 otherwise precluded by the terms of the Plea Agreement.

11           **17. Waiver of Appellate Rights and Rights to Collateral Attacks.**

12 Defendant acknowledges that, by entering the guilty plea required by this Plea  
 13 Agreement, Defendant waives all rights to appeal from Defendant's conviction, and any  
 14 pretrial rulings of the Court, and any rulings of the Court made prior to entry of the  
 15 judgment of conviction. Defendant further agrees that, provided the Court imposes a  
 16 custodial sentence that is within or below the Sentencing Guidelines range as determined  
 17 by the Court at the time of sentencing, Defendant waives to the full extent of the law:

18           a.       Any right conferred by Title 18, United States Code, Section 3742,  
 19 to challenge, on direct appeal, the sentence imposed by the Court, including any fine,  
 20 restitution order, probation or supervised release conditions, or forfeiture order (if  
 21 applicable); and

22           b.       Any right to bring a collateral attack against the conviction and  
 23 sentence, including any restitution order imposed, except as it may relate to the  
 24 effectiveness of legal representation.

25           This waiver does not preclude Defendant from bringing an appropriate motion  
 26 pursuant to 28 U.S.C. § 2241, to address the conditions of Defendant's confinement or  
 27 the decisions of the Bureau of Prisons regarding the execution of Defendant's sentence.

1        If Defendant breaches this Plea Agreement at any time by appealing or collaterally  
 2 attacking (except as to effectiveness of legal representation) the conviction or sentence in  
 3 any way, the United States may prosecute Defendant for any counts, including those with  
 4 mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea  
 5 Agreement.

6        **18. Voluntariness of Plea.** Defendant agrees that Defendant has entered into  
 7 this Plea Agreement freely and voluntarily, and that no threats or promises were made to  
 8 induce Defendant to enter a plea of guilty other than the promises contained in this Plea  
 9 Agreement or set forth on the record at the change of plea hearing in this matter.

10       **19. Statute of Limitations.** In the event this Plea Agreement is not accepted  
 11 by the Court for any reason, or Defendant breaches any of the terms of this Plea  
 12 Agreement, the statute of limitations shall be deemed to have been tolled from the date of  
 13 the Plea Agreement to: (1) thirty (30) days following the date of non-acceptance of the  
 14 Plea Agreement by the Court; or (2) thirty (30) days following the date on which a breach  
 15 of the Plea Agreement by Defendant is discovered by the United States Attorney's  
 16 Office.

17       **20. Completeness of Plea Agreement.** The United States and Defendant  
 18 acknowledge that these terms constitute the entire Plea Agreement between the parties,  
 19 except as may be set forth on the record at the change of plea hearing in this matter. This  
 20 Plea Agreement binds only the United States Attorney's Office for the Western District  
 21 of Washington. It does not bind any other United States Attorney's Office or any other  
 22 office or agency of the United States, or any state or local prosecutor.

23       **21. Interdependence of Plea Agreements.** Defendant acknowledges that the  
 24 United States has conditioned its willingness to enter into this Plea Agreement on the  
 25 Court's acceptance of the guilty plea and Plea Agreement by co-defendant Kenneth  
 26 Warren Rhule in this same case. As a result, if either Defendant or co-defendant Kenneth  
 27 Warren Rhule fails to enter into, and plead guilty pursuant to the terms of, the respective  
 28 Plea Agreements, or if either Defendant or co-defendant Kenneth Warren Rhule later

1 seeks to withdraw the resulting guilty pleas, the United States may, at its election,  
2 withdraw from either or both Plea Agreements. If the United States chooses to withdraw  
3 from this Plea Agreement under these circumstances, Defendant understands that the  
4 United States will seek an Indictment against both parties for all crimes for which the  
5 United States has sufficient evidence.

6 Dated this 23<sup>rd</sup> day of February, 2022.

7  
8 s/ Kenneth John Rhule  
9 KENNETH JOHN RHULE  
10 Defendant

11   
12 PETER OFFENBECHER  
13 Attorney for Defendant

14   
15 BARRY FLEGENHEIMER  
16 Attorney for Defendant

17  
18 s/ Thomas Woods  
19 THOMAS M. WOODS  
20 Assistant United States Attorney

21 s/ Casey Conzatti  
22 CASEY CONZATTI  
23 Assistant United States Attorney

24 s/ Philip Kopczynski  
25 PHILIP KOPCZYNSKI  
26 Assistant United States Attorney